

4428
3/27
1 BILL NO. S-79-03-27

2 SPECIAL ORDINANCE NO. S- 46-79

3 AN ORDINANCE approving a contract with
4 T & F Construction Corporation, for
5 Street Light Improvement Resolution
6 No. 132-78, Devonshire Drive.

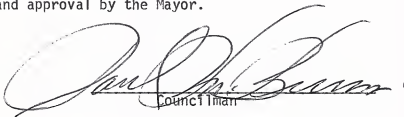
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That a certain contract, dated March 14, 1979, between
10 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
11 Public Works, and T & F Construction Corporation, for:

12 Street Light Improvement Resolution No. 132-78, for
13 the installation of ornamental street lighting on
14 Devonshire Drive,

15 for a total cost of \$6,593.60, which will be paid under Barrett Law, all
16 as more particularly set forth in said contract which is on file in the
17 Office of the Board of Public Works and is by reference incorporated herein
18 and made a part hereof, be and the same is in all things hereby ratified,
19 confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect
21 from and after its passage and approval by the Mayor.

22 
23 Councilman

24
25
26
27
28
29
30 APPROVED AS TO FORM
31 AND LEGALITY.
32 
CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____

_____ Burns and duly adopted, read the second time by title and referred to the
Committee on Hinga City of Fort Wayne (and the City Plan Commission for
recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers,
City-County Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 3-27-79

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Burns

seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED ~~(LCST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	_____	_____	<u>2</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	_____	_____	_____	<u>X</u>	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	_____	_____	_____	<u>X</u>	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 4-10-79

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 5-66-79 on the 10th day of April, 1979
ATTEST: (SEAL)

Charles W. Talarico
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th
day of April, 1979, at the hour of 2 o'clock P M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 17th day of April, 1979
at the hour of 4:00 o'clock 8 M., E.S.T.

Rahel Elmshorn
MAYOR

Bill No. S-79-03-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with T & F Construction Corporation,

for Street Light Improvement Resolution No. 132-78, Devonshire
Drive

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

4-10-79 CONCURRED BY
DATE CHARLES W. WESTERMAN, CITY CLERK

67-80-12

3-14-79

CONTRACT
Res. NO. 132-78

STATE OF INDIANA)
COUNTY OF ALLEN) SS

THIS AGREEMENT made and entered into this, the 14th
day of March 1979, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

T & F Construction Corp. OF INDIANA

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the _____ day of _____, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Installation of street lighting with underground wiring on

Devonshire Drive for the bid of \$6,593.60.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne streets, county roads and/or State Highways.
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. State Prevailing Wage Scale
16. This Contract
17. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be demensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

BOARD OF PUBLIC WORKS

MAYOR

ATTEST: Clerk

CONTRACTOR:

T & F Construction Corp. of Indiana

BY:

J. L. Taber
J. L. Taber

President

Approved in Form & Legality

By:

BY:

V. L. Miller
Secretary
V. L. Miller

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F CONSTRUCTION CORPORATION
 of P.O. Box 27, Hagerstown, Indiana 47345 as principal and
FIDELITY & DEPOSIT COMPANY OF Maryland

as surety, are firmly bound unto City of Fort Wayne
 in the penal sum of (\$ 6,593.60)
Six Thousand Five Hundred and Ninety Three and 60/100 Dollars,
 for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and
 several heirs, executors, administrators and assigns, firmly by these presents, this 29th day of
January 1979.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas
T & F CONSTRUCTION CORPORATION
 has entered into a certain written contract dated 1/29/79
 with the principal as named herein for the erection, construction and completion of Devonshire Edition
Street Lighting Contract #132-78 situated in
Fort Wayne, Indiana, Indiana, in accordance with the plans and
 specifications approved and adopted by said City of Fort Wayne
 which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORPORATION
 shall well and faithfully do and perform the same in
 all respects according to the plans and specifications adopted by the said City of Fort Wayne
 and according to the
 time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall
 promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service
 and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 29th
 day of January 1979

ATTEST:

V L Miller
 Corporate Secretary
 V. L. Miller

T & F CONSTRUCTION CORPORATION (Seal)

J. L. Taber (Seal)
 J. L. Taber, President

By: Sandi J. Murray
 Sandi J. Murray Attorney-in-fact

Approved this _____ day of _____ 19____

Attest: _____

Official or Board.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PEGOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, and Sandi J. Murray, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, September 13, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 1978.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By

Melvin T. Haws
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} ss:

On this 25th day of October, A.D. 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melvin T. Haws

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 29 day of January, 19 79.

Melvin T. Haws
Assistant Secretary

442.8

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. LIGHT IMP. RES. 132-78 - DEVONSHIRE DR.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-03-27.

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHT IMPROVEMENT RESOLUTION NO. 132-78, DEVONSHIRE

DRIVE, FOR THE INSTALLATION OF ORNAMENTAL STREET LIGHTING BY T & F CONSTRUCTION

CORP., IN THE AMOUNT OF \$6593.60.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF ORNAMENTAL STREET LIGHTING AT ABOVE-DESCRIBED AREA

AS REQUESTED BY THE RESPECTIVE PROPERTY OWNERS ON DEVONSHIRE DR.

EFFECT OF NON-PASSAGE INABILITY TO PROCEED AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$6593.60 TO BE PAID BY PROPERTY

OWNERS THROUGH BARRETT BONDING

ASSIGNED TO COMMITTEE